

**DRAFT OPERATING PLAN**

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## INTRODUCTION

This Operating Plan between \_\_\_\_\_ (hereinafter referred to as the “Concessioner”) and Grand Teton National Park (hereinafter referred to as the “Area”), and the National Park Service (hereinafter referred to as the “Service”) will serve as a supplement to Concession Contract CC-GRTE022-08 (hereinafter referred to as the “Contract”). It describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities, referred to collectively as Concession Facilities, within the Area that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will control.

This plan will be reviewed annually by the Superintendent of Grand Teton National Park in consultation with the Concessioner and revised as determined necessary by the Superintendent.

Any revisions will be consistent with the main body of the Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

### 1) **Responsibilities**

#### **A) Concessioner**

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site general manager who:

- (1) Has the authority and the managerial experience for operating the designated Concessions Facilities and authorized services within the Area;
- (2) Will employ a staff with the expertise and training to operate all services authorized under the Contract;
- (3) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and
- (4) Has the responsibility for implementing the policies and directives of the Service.

#### **B) Grand Teton National Park**

The Superintendent of Grand Teton National Park manages all Area operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (1) Evaluation of Concessioner services and facilities;
- (2) Review and approval of rates charged for all commercial services;
- (3) Review and approval of construction and all improvements to facilities; and
- (4) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact.

## **2) General Operating Standards and Requirements**

### **A) Schedule of Operation**

- (1) Obligation.* The Concessioner will provide the required and authorized services for Area visitors.
  - (a) At a minimum, boat shuttle services will be available from the end of the first full week in June through Labor Day from 8 a.m. to 6 p.m. Hours of operation may be extended during the peak season (early July through mid-August.) The season may be extended to mid-May through September.
  - (b) A schedule of regular shuttle departures will be posted at the South Jenny Lake Boat Dock. Weather, water levels, and visitation may cause hours and/or specific dates of operating seasons to fluctuate. The Superintendent will review and approve any changes prior to implementation.
  - (c) The Concessioner will annually submit a written schedule of proposed operating hours for all concession operations at least ninety days prior to the operating season for the Superintendent's approval.
  - (d) The Concessioner's schedule of operation will remain in effect unless the Superintendent approves a change in writing.

### **B) Rate Determination and Approval Process**

- (1) Rate Determination.* It is the objective of the Service to ensure that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. Current concession management guidelines will establish the method used for determination of reasonableness of rates; methods are subject to change. The Service will approve rates for each required service using the following methods:
  - (a) Boat Shuttle, Scenic Interpretive Boat Tours, and Rental Boats - Comparability and Consumer Price Index. The initial base rate will be determined in the first year of the Contract using the comparability method. Adjustments for subsequent rates over the term of the contract will use the consumer price index for All Urban Consumers as published by the U.S. Department of Labor, Bureau of Statistics. After 5 years the base rate will be reestablished in accordance with Service guidelines.
  - (b) Visitor Convenience Items - Markup percentages. The Service will provide current mark-up percentages.
- (2) Request Submittal for Rate Determination and Approval Process.* The Concessioner will submit all requests in writing, at least 60 days prior to anticipated implementation dates, brochure printing dates, and customer notification of new rates. The rate requests will include support by established criteria and comparable data as outlined in current concession management guidelines. The Service will evaluate rates once per year unless there are extenuating circumstances that require rates to be evaluated more frequently.

*(3) Rate Approval*

(a) *Approval Timing.* The Service will approve, disapprove, or adjust rates and will inform the Concessioner within 45 days of receiving the rate request submittal.

(b) *Approved Rate Posting.* The Concessioner will make available to visitors all rates for goods and services.

*(4) Rate Compliance.* The Service will check rate compliance during periodic operation evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the Superintendent.

**C) Purchasing**

*(1) Competitive Purchasing.* The Concessioner may purchase from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price.

*(2) Discounts.* The Concessioner will take advantage of all available trade, cash and quantity discounts and rebates. Depending on the method of rate approval, the Concessioner will pass these savings through to the consumer.

*(3) Environmental.* The Concessioner will purchase environmentally friendly products whenever available and feasible.

**D) Evaluations**

The Concessioner will ensure public health and safety and provide satisfactory services and accommodations for the Area visitor within the assigned areas of responsibility. The Concessioner's operation of accommodations, facilities, and services authorized by the Contract will conform to the evaluation standards set forth in the current concession management guidelines. The Service's evaluation of facilities and services is included in the Concessioner's annual overall rating.

The Service and/or its representatives and the Concessioner will separately inspect and monitor Concession Facilities and services with respect to Service policy, applicable standards, authorized rates, safety, public health, compliance with the Environmental Management Program (EMP), impacts on cultural and natural resources, conformance to the maintenance program, correction of operating deficiencies, and responsiveness to visitor comments.

The Concessioner will meet with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concessioner will correct deficiencies and complete abatement within dates assigned by the Service.

*(1) Periodic Evaluations.* The Service will conduct both announced and unannounced periodic evaluations of Concession Facilities and activities to ensure conformance to applicable standards. Location managers will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the Service evaluator.

*(2) Health and Safety Inspections*

- (a) Concessioner Safety Inspection. The Concessioner will perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Program. The Concessioner will conduct health and safety inspections in employee housing areas. The Concessioner will ensure employee compliance with health, fire, and safety code regulations as well as Service policies and guidelines.
- (b) Service Safety Inspections. In addition to safety components in the Service's regular periodic evaluations, the Service may periodically conduct a comprehensive safety and occupational health evaluation of all concession operations and facilities in addition to the review of the Concessioner's Risk Management Program.

*(3) Fire Inspections*

- (a) Service Responsibilities. The Service will conduct fire safety inspections at its discretion over the course of the Contract term and contact location managers at the time of facility inspections so that a representative of the Concessioner may accompany the Service evaluator.
- (b) Concessioner Responsibilities. The Concessioner will have a qualified professional perform interior and exterior fire inspections of all concession buildings prior to opening for the initial summer season and on an annual basis thereafter. Written records, verifying the completion of such inspections, will be maintained by the Concessioner and available to the Service upon request. The Concessioner will conduct routine fire drills of buildings as required by its Risk Management Program. Inspections will conform to current Service policies and procedures.

*(4) Visitor Comments.* The Concessioner will make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing, and overall Area experience. The Concessioner will provide an adequate inventory of comment cards at appropriate locations within its facilities at all times.

- (a) The Concessioner will investigate and respond to all visitor complaints regarding its services. The Concessioner will provide copies of visitor comments that allege misconduct by Concessioner or Service employees, pertain to the safety of visitors or Service employees, or concern the safety of Area resources to the Service upon receipt.
- (b) The Concessioner will forward to the Superintendent *all* comment cards either partially or completely filled out on a monthly basis.
- (c) The Service will forward to the Concessioner any comments and/or complaints received regarding the Concession Facilities or services. The Concessioner will investigate and make an initial response to any complaints within 48 hours. The Concessioner will provide a copy of responses to the Superintendent. The Service will provide copies of its responses, if any, to the Concessioner.

- (5) *Environmental Audit.* The Service's Environmental Audit Program evaluates Concessioner Facilities and operations with respect to environmental compliance and Best Management Practices Criteria contained within the current Service environmental audit program operating guidelines and in conformance with the Concessioner's EMP. The Service conducts periodic environmental audits and evaluations.

#### **E) General Policies**

- (1) *Facilities Use.* The Concessioner may use the Concession Facilities only for activities or services that directly and exclusively support the visitor services authorized by the Contract unless the Service has provided prior written permission for other uses.
- (a) *Quiet Hours.* The Concessioner will enforce quiet hours between the hours of 10 p.m. and 6 a.m. in all Concession Facilities including the concession employee housing.
- (b) *Smoking Policy.* Concession Facilities must comply with current Service and Superintendent guidelines. Smoking is prohibited on the docks and boats.
- (2) *Lost and Found.* If a client or other park visitor either loses an item or finds an item, they should be referred to the Jenny Lake Ranger Station or to Park Headquarters to make a report. If the Concessioner finds a lost item, it should be turned in to the Jenny Lake Ranger Station or to Park Headquarters as soon as possible.
- (3) *Credit Cards.* The Concessioner will honor, at a minimum, MasterCard and Visa. The Concessioner will accept debit cards at its discretion or at the direction of the Superintendent.
- (4) *Employee Housing and Break Area*
- (a) The Concessioner may provide housing for a limited number of employees.
- (b) Employee quarters and break area will provide a healthful and pleasant atmosphere and be adequately furnished to service the number of occupants. Provision must be made for regular cleaning of employee quarters and break area.
- (c) The grounds surrounding employee housing and break area will be kept clean and orderly and will be maintained in accordance with bear management guidelines. Preventative measures will be in place for Hantavirus.
- (d) The Concessioner will establish its own policy for employee ownership of pets. Employee pet owners are subject to the same pet restrictions as Area visitors, which are set forth under the provisions of 36 C.F.R. § 2.15 and in the Superintendent's Compendium.

#### **F) Human Resources Management**

- (1) *Employee Identification and Appearance.* The Concessioner will ensure that all employees in direct contact with the general public wear uniforms or standardized clothing, and a properly attached nametag. Employees will be neat and clean in appearance and will project a hospitable, positive, friendly and helpful attitude. Any headwear will be considered part of the uniform and must be plain or bear the company name and/or logo.

*(2) Area Entrance Passes*

- (a) The Concessioner will contact the Chief Ranger's Office to obtain Area entrance passes for permanent and seasonal employees.
- (b) All Area passes remain the property of the U.S. Government and will be surrendered upon termination of employment.

*(3) Employee Hiring Procedures*

- (a) General Manager. The Concessioner will employ an on-site general manager who is responsible for the successful implementation of the terms required by the Contract.
- (b) Staffing Requirements. The Concessioner will hire a sufficient number of employees to ensure satisfactory visitor services throughout the season.
- (c) Drug-free Environment. The Concessioner will maintain, to the greatest extent possible, a drug-free workplace environment. All employees who are in a position where a federal or state law so requires, must participate in a drug-testing program.
- (d) Hiring Policies. The Concessioner will establish hiring policies that will include appropriate background reviews of applicants for employment. The Concessioner will submit these policies for the review and approval of the Superintendent within 90 days following the effective date of the Contract. If the Concessioner amends these policies substantively, it must submit the amendment for the review and approval of the Superintendent. The Concessioner will make appropriate hiring decisions in consideration of the information obtained.
- (e) Driver Requirements. Drivers of all Concessioner vehicles will have a valid state operator's license for the size and class of vehicle being driven. The drivers also must comply with any additional Wyoming requirements for the type of vehicle driven or number of passengers carried.
- (f) Area Employees. The Concessioner will not employ the spouse or dependents of the Superintendent, Superintendent's Office, or Business Resources Division. Employment of the spouse or dependents of other Area employees requires the approval of the Superintendent.

*(4) Training*

- (a) Safety. The Concessioner will train its employees annually according to the training requirements in its Risk Management Plan.
- (b) Job Training and Orientation. The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public. The Concessioner will provide mandatory employee orientation for all new employees and inform employees of Area regulations and requirements that affect their employment and activities while working and residing in the Area.
- (c) Interpretive Training. The Concessioner will design and provide interpretive training for all employees who provide interpretive and/or informational services. The Concessioner will test employees on interpretive skills to evaluate their

knowledge level and provide additional training as appropriate. The Service will work closely with the Concessioner to refine the methods of preparing and conducting effective interpretive programs. The Service will evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship of interpretive presentations to Area themes. The Concessioner may participate in cross training with the Service.

- (d) Environmental Training. The Concessioner will provide environmental training to all employees according to requirements in its EMP.
- (e) Employee Handbook. The Concessioner will provide all employees an Employee Handbook, which documents the policies and regulations of the Concessioner and the Service. The Concessioner will submit these policies for the review and approval of the Superintendent within 90 days following the effective date of the Contract. If the Concessioner amends these policies substantively, it must submit the amendment for the review and approval of the Superintendent.

### **G) Risk Management Program**

The Concessioner must develop and maintain a Risk Management Plan to implement an appropriate safety program. The Concessioner will develop and submit the initial plan to the Service within 60 days of the effective date of this Contract. The Concessioner thereafter will submit the plan for review and approval by the Service annually. The program will include, at a minimum, the following components:

- (1) Administration
- (2) Inspections
- (3) Deficiency Classification and Hazards Abatement Schedules
- (4) Accident Reporting and Investigation
- (5) Public Safety Awareness
- (6) Training
- (7) Emergency Procedures

## **3) Utility Responsibility**

### **A) Concessioner Responsibility**

- (1) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service.
- (2) The Concessioner must promptly pay for electricity, fuel, refuse collection (if applicable), telephone, sewage disposal, water, or any other utility or service, whether provided by a governmental authority, public, or community service company.
- (3) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, goals, and metrics.

### **B) National Park Service Responsibility**



- (1) The Service provides refuse collection and water and sewage services to the Concession Facilities and charges a monthly fee for these services in accordance with current regulations and policies.
- (2) The Service will review its operating costs for refuse collection, utility systems and services annually and will notify the Concessioner in writing 60 days prior to implementation of any changes.

#### **4) Protection and Security**

##### **A) Law Enforcement**

The Service has concurrent jurisdiction on all Area lands and all facilities on Area lands including law enforcement, search and rescue, emergency medical services, and structural fire.

##### **B) Fire Protection**

The Service and the Concessioner provide fire protection jointly, with primary responsibility lying with the Service.

- (1) *Concessioner.* The Concessioner will ensure that all Concession Facilities meet federal codes and that fire detection and appropriate suppression equipment is installed, operated, and maintained in accordance with applicable National Fire Protection Association standards.
- (2) *National Park Service.* The Service provides emergency response fire protection services to the Concessioner.

##### **C) Emergency Medical Care**

- (1) *Emergency Medical Care.* The Service provides emergency response medical services.
- (2) *Training*
  - (a) The Concessioner will allow its employees to attend emergency medical training, including cardio pulmonary resuscitation (CPR), automatic external defibrillator (AED) and first aid courses. This training is required for all boat captains.
  - (b) The Concessioner will train all concession employees in proper emergency reporting procedures and how to provide essential information, e.g. a call back number at their location.
- (3) *Points of Contact to Report Medical Emergencies.* All medical emergencies will be reported to the Teton Interagency Dispatch Center (TIDC) at 911 or (307) 739-3301.
- (4) The Concessioner will be required to have at least one AED at the South Jenny Lake Dock.

#### **5) Public Relations**

##### **A) Required Notices**

The Concessioner will prominently post the following at all Concessioner cash registers and payment areas:

This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service. Please address comments to:

Superintendent  
Grand Teton National Park  
P.O. Box 170  
Moose, WY 83012

## **B) Public Statements**

The Concessioner will forward all media inquiries concerning operations within the Area to the Service's Public Affairs Office.

## **C) Advertisements and Promotional Material**

### *(1) Promotional Material*

- (a) The Concessioner may not use any promotional material without the Superintendent's prior written approval including publication, distribution, and broadcast, etc. The Concessioner will contact the Business Resources Division well in advance to establish specific time frames for review of new projects or major changes to existing materials. The Superintendent may require the Concessioner to remove from circulation any unapproved promotional material.
- (b) The Concessioner may distribute only promotional material within the Concession Facilities that provides information about services and facilities available within the Area, unless the Superintendent approves exceptions in accordance with 36 C.F.R. § 5.1.
- (c) The Concessioner must submit brochure text and layout changes to the Superintendent for review and approval at least 30 days prior to projected need/printing dates. The Superintendent will make every effort to respond to minor changes to brochure and other texts within 15 days after receiving the request from the Concessioner.

### *(2) Statements*

- (a) Authorization. Advertisements must include a statement that the business is an authorized Concessioner of the National Park Service and the Department of the Interior.
- (b) Equal Opportunity. Advertisements for employment must state that the company is an equal opportunity employer.

## **6) Volunteers in Parks (VIP) Program**

The Concessioner may allow its employees to participate in the Service's Volunteers in Parks (VIP) program. More information on the Service VIP program can be found at [www.nps.gov/volunteer](http://www.nps.gov/volunteer).

## **7) Specific Operating Standards And Requirements**

The Concessioner will provide services in a consistent, environmentally sensitive, quality manner. Standards provided by current Service concession management guidelines are Service minimums. The Concessioner must make every effort to exceed these standards. The Concessioner must monitor its operations to ensure it meets quality standards.

### **A) Boat Shuttle and Scenic Interpretive Boat Tour Services**

- (1) Visitors for the shuttle service will be taken on a first-come, first-served basis unless prior arrangements have been made.
- (2) A boat will be reserved for the naturalist-guided hike leaving at approximately 8:45 a.m. every morning. The size of the group will be within boat capacities.
- (3) The Concessioner may provide special shuttles for groups by advance reservation, (e.g., Exum Mountain Guides).
- (4) The Concessioner shall maintain a fleet of sufficient size and capacity to avoid lengthy waits. Traffic patterns will be tracked by hour of day and day of week to anticipate and provide service for greater capacity at peak periods. Shuttle schedules will be adjusted accordingly.
- (5) During peak times two sales lines will be available to better serve the public.
- (6) A minimum of one scenic interpretive boat tour will be offered per day during the peak season. Tours will be offered by reservation during non-peak traffic periods.

### **B) Rental Boats**

- (1) A minimum of ten and up to fifteen non-motorized boats consisting of kayaks, canoes, and row boats will be available for rental.
- (2) Rental boats will have all necessary equipment, such as personal flotation devices (PFD), oars, and paddles.
- (3) Rental boats will be in colors or have markings that are highly visible in the water.
- (4) The Concessioner will provide all rental boat customers hands-on instructions in the operation of the vessel and proper use of all equipment, rules of the lake, weather, and emergency information.

### **C) Merchandise**

- (1) At a minimum the Concessioner may sell bottled water and energy drinks at the South Jenny Lake Boat Dock. Additional authorized sales items are:
  - Drinks and snacks (each item subject to Service approval).
  - Visitor convenience items (each item subject to Service approval).
- (2) Vending machines must be of a design and color that complement the surroundings. The Service will approve all faceplates/colors of machines. Vending machines must meet bear-proof requirements.

**D) Boat Captain Requirements**

- (1) The Concessioner will pay to have practical skills tests administered as necessary by the United States Coast Guard (USCG), if there is an agreement between the USCG and the Service, or by a qualified marine inspector.
- (2) All boat captains must be licensed by the USCG with a license restricted to the water of Grand Teton National Park or other acceptable USCG license.
- (3) The Concessioner is encouraged to have at least one boat captain with a regular USCG Master's License who is responsible for providing on-the-job training for other boat captains.
- (4) Licensing requirements for boat captains are:
  - Be at least 18 years old and be a U.S. citizen.
  - Demonstrate by practical examination knowledge, and experience for the type or types of boats to be operated and the routes of travel.
  - Complete a USCG approved boat safety course.
  - Have current certification in both Standard First Aid (or higher) and CPR.
  - Provide proof of having successfully completed a physical examination as required by the USCG.
  - Participate in an approved and random drug-testing program.
  - Have logged 100 hours of recreational boating experience and 40 hours of experience in the size and type of boat they will be operating.
  - Pass a written examination administered by the USCG or Service. The exam is developed by the USCG specifically for conditions at the Area.

**E) Vessel Maintenance and Inspections**

- (1) The Concessioner will pay to have all vessels inspected annually by the USCG, if there is an agreement between the USCG and the Service, or by a qualified marine inspector. All deficiencies will be corrected according to a schedule approved by the Service.
- (2) The Concessioner will have \_\_\_\_ (to be added after Contract award) shuttle boats available for service. The boats will be (description to be added after Contract award). All boats must be handicapped accessible. Boat capacity is \_\_\_\_\_ passengers (actual number to be determined by USCS stability testing). Motors will be 4-cycle or best available technology. A spare motor will be available.
- (3) New or replacement vessels used to carry passengers for hire must meet USCG specifications are subject to USCG and Service approval.

**F) Hazard Materials and Spill Containment**

- (1) The Concessioner will provide adequate collection, storage, and disposal for hazardous waste generated by its operations.

- (2) The Concessioner will have a Spill Prevention Control and Countermeasures (SPCC) Plan, which it will submit to the Superintendent for review and approval within 90 days of the effective date of the Contract. This plan will define training for personnel on spill prevention control and countermeasures, and emergency response procedures. Spill containment equipment will be readily available and stored at the fuel dispensing area.

#### **G) Interpretive Services**

- (1) The Concessioner's activities will include information that interprets Area resources, seeks to instill conservation ethics and increase environmental awareness in clients. Information will include Leave No Trace or equivalent principles.
- (2) The Division of Interpretation, through the Business Resources Division, is available to advise/assist the Concessioner in the development of an interpretive program.
- (3) At a minimum, the captain on each shuttle trip will identify the location of life preservers, identify emergency egress and give a brief message about hiking in bear country. The bear message text will be provided by the Service.
- (4) Scenic Interpretive Boat Tours will include an interpretive talk on the geology, wildlife, and cultural history of the Jenny Lake area and well as general information on Grand Teton National Park and Jackson Hole.
- (5) Printed interpretive information will be available for visitors at the South Jenny Lake Boat Dock.

### **8) Reporting Requirements**

#### **A) Service Annual Performance Report**

The Concessioner will receive an annual performance evaluation by March 1 for the preceding calendar year. The Superintendent and/or his/her representative(s) are available to meet with the Concessioner to discuss the annual evaluation, which includes contractual, operational, and safety components.

#### **B) Concessioner Operational Reports**

Upon request, the Concessioner will provide all supporting documentation for all operational reports to the Business Resources Division.

##### *(1) General*

- (a) Personnel: Prior to opening each season, the Concessioner will provide the Business Resources Division with an up to date list identifying key supervisory personnel with job titles and emergency phone numbers. The Concessioner will also provide, prior to opening each season, an up to date list of boat captains with CPR and First Aid certification expiration dates. Both lists will be updated whenever personnel changes.
- (b) Incident Reports: the Concessioner will report the following to a park ranger or to the TIDC at 911 or 307-739-3301 as soon as possible but within 24 hours:
  - any boating incident involving an accident, collision, fire injury or other casualty.

- any incident resulting in personal injury (requiring more than minor first aid treatment or property damage exceeding \$300).
- any motor vehicle accident resulting in property damage, personal injury or death.

The Concessioner will coordinate with the Service on reporting accidents and incidents involving vessels with USCG certificates to the USCG.

(c) **Human Illness Reporting.** Any suspected outbreak of human illness, whether employees or guests, must be promptly reported to the U.S. Public Health Office through the Service. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.

(2) **Monthly Visitor Use Reports.** The Concessioner will provide a monthly visitor use report to the Business Resources Division by the 4<sup>th</sup> day of each month. The Business Resources Division will supply the format of the report. The report will include:

- (a) total number of visitors transported by the shuttle service each day (reported for one way in each direction and round trip, and broken out by children, adults and groups);
- (b) total number of visitors taken on scenic interpretive boat tours (broken out by children and adults); and
- (c) total number of visitors using rental boats, including the number and type of boats rented.

### C) Concessioner Financial Reporting

In addition to the annual financial report (AFR) required in the Contract, the Concessioner must submit Monthly Franchise Fee Reporting. By the 15<sup>th</sup> of the month, as part of the monthly reporting, the Concessioner will document the franchise fee payment made from the preceding month. If payment is made by wire transfer, reporting documentation will include a copy of the wire transfer identifying the account and the amount transferred.

### D) Summary of Initial and Recurring Due Dates

The following table summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner.

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	Schedule	Due Date	Reference
<b>Initial Requirements</b>			
Balance Sheet	Initial	Within 90 days of effective date of the Contract	Contract, Sec. 13 (c)
Environmental Management Plan	Initial	Within 60 days of effective date of the Contract	Contract, Sec. 6 (b) (1)
Risk Management Program	Initial/ Annually	Within 60 days of effective date of the Contract; Updates due by November 30 of preceding year	Operating Plan, Sec. 2 G; Contract 3(c)

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	Schedule	Due Date	Reference
Spill Prevention, Countermeasures and Control Plan	Initial	Within 90 days of effective date of the Contract and as amended.	Operating Plan, Sec. 7 F (2)
Hiring Practices	Initial	Within 90 days of effective date of the Contract and as amended	Operating Plan, Sec. 2 F (3)
<b>Annual</b>			
Hours of Operation	Annually	90 days prior to proposed date.	Operating Plan, Sec. 2 A (1)c
Key Personnel Listing	Annually	May 1	Operating Plan, Sec. 8 B (1)a
List of Captains with CPR and First Aid	Annually	As soon as possible before start of each season. Update as necessary	Operating Plan, Sec. 8 B (1)a
Advertising, brochures, written interpretive materials	As updated	At least 30 days prior to planned printing.	Operating Plan, Sec. 5 C (1)c
Employee Handbook	Annually	All handbooks will be provided 30 days prior to release; updated copies will be provided annually	Operating Plan, Sec. 2 F (4) (e)
Annual Rate Change	Annually	At least 60 days prior to anticipated implementation dates.	Operating Plan, Sec. 2 B (2)
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year	Contract, Sec. 13(b)
<b>Monthly</b>			
Visitor Use Statistics	Monthly	By the 4 <sup>th</sup> day of the following month of each month of operation	Operating Plan, Sec.8 B (2)
Franchise Fee	Monthly	By the 15 <sup>th</sup> day of the following month of each month of operation	Contract, Sec. 10 (b)
<b>Miscellaneous Reports and Data</b>	As required	The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the contract.	Contract, Sec 14 (c)

Approved:

Effective:

By:

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**Superintendent, Grand Teton National Park**

## OPERATING PLAN ATTACHMENTS

1. Approved Merchandise (2006 Operating Season, subject to change)

**ATTACHMENT 1**  
**APPROVED MERCHANDISE (2006 Operating Season)**

Sunscreen

Lip Balm (Chapstick)

Mini First Aid Kits

Individual First Aid Items (ibuprofen/Tylenol, bandages, moleskin, etc.)

Rain Ponchos

Bottled Water

Energy Drinks (Gatorade, Powerade, etc.)

Granola Bars, Power Bars

Bear Bells

Ball Caps and/or Sun Visors

Fleece Beanies

Water Bottles